

EXHIBIT A

On Tue, Oct 22, 2024 at 5:04 PM GDAM <GDAM@galaxydigital.io> wrote:

Galaxy Asset Management will act as your exclusive point of contact and will be available throughout the sales process to answer any questions. You should not directly or indirectly contact the Debtors or any of their affiliates, directors and employees, vendors or customers, without the prior written approval of Galaxy Asset Management. In addition, you are reminded of your obligations under the confidentiality agreement you have entered into with the Debtors.

The Debtors reserve the right, in their sole discretion and at any time and for any reason, without prior notice or subsequent explanation to you, and without recourse, to (i) negotiate with any party individually or simultaneously with other prospective interested parties; (ii) refuse to accept your bid partially or completely; (iii) temporarily or permanently suspend the digital assets sales process; (iv) accept a bid from, and/or enter into an agreement with, any prospective interested party, regardless of price and terms being offered by such prospective interested party and other prospective interested parties, and (v) modify the terms and conditions of the invitation made by this letter.

The Debtors furthermore reserve the right, at any time, to amend the digital asset sales process or any requirements related thereto. The Debtors may ask you, either before or after the submission of your bid, to amend your bid to reflect any such alternative process or requirement. The Debtors reserve the right to consider any and all factors in their evaluation of bids.

Galaxy Asset Management and the Debtors shall not have any liability or obligation to any prospective interested party as a result of the rejection of any bid or the acceptance of another bid.

The Debtors shall not have any obligations to any prospective interested party with respect to any aspect of the sale process and/or any bid or sale of any digital assets, except and to the extent expressly agreed in any definitive transaction documentation ultimately entered into with you, to effect or execute such sale.

Galaxy Asset Management and the Debtors shall not be liable for any damages or losses (lost profit and consequential losses included) or for costs and expenses (including fees for lawyers and other professional advisers) that you, your respective related parties or affiliated natural or legal persons,

your respective shareholders, partners, investors, advisors, initiators, contractors, negotiators, employees, staff or representatives have incurred or will incur in the future and which are directly or indirectly related to your participation in this process or the evaluation thereof, including, but not limited to, for the review of information, the collection of other information, the preparation and submission of bids and the negotiation of bids and agreements, regardless of the phase of participation.

By participating in the process, you explicitly waive any right to claim for damages in connection with such participation and any bid you may submit. You agree that your submitted bid will remain binding until Thursday, October 24th, 2024 at 6PM ET, by which point the Debtors expect to make a determination as to whether to accept your bid.

Galaxy Asset Management and the Debtors disclaim any and all liability for all materials and information supplied to you, and no representation or warranty (express or implied), other than those that are expressly set forth in the definitive transaction documentation, ultimately entered into with you by the Debtors, to effect or execute any purchases and sales of digital assets, is made as to the accuracy or completeness of any material or information furnished, either written or oral.

By submitting a bid, a prospective interested party acknowledges that it is relying solely upon its own independent investigation and evaluation.

Please do not hesitate to contact us with any questions regarding the process outlined in this letter.

Attached you will find the following documents:

1. Cryptocurrency Purchase and Sale Agreement (“CPSA”)
 - a. All buyers of locked WLD that have an accepted bid will have their WLD transferred into their own BitGo wallet.
2. Exhibit B to the CPSA: BitGo’s Custodial Services Agreement
 - a. BitGo will coordinate signatures for the Custodial Services Agreement directly via DocuSign
 - b. If you are an existing BitGo customer and your bid is accepted, please discuss your existing commercial rates and terms directly with BitGo
 - c. For any other questions regarding BitGo’s Exhibit B materials, please email ftxtokensales@bitgo.com directly

When ready to submit a bid, please reply all to this email and include your bid information in the Locked Worldcoin Bid Information box below. Please note that each participant is allowed to submit only one bid. **All bids are due by 8:00PM EST on Wednesday, October 23rd.**

Sincerely,

Galaxy Asset Management

Locked Worldcoin Bid Information – Week 2	
Bid Deadline	October 23 rd , 2024 at 8PM ET
Minimum Bid Amount	\$2,500,000 USD
Vesting Period	January 1, 2025 through July 24, 2028
Custody of Locked WLD	BitGo (see Custodial Services Agreement for more details)
Bidder Required Submission	
Bid Price (USD) per WLD (A)	[\$] / WLD
Bid Quantity (B)	[] WLD
Bid Amount (C) = (A) x (B)	[\$] USD
Acceptance of Form CPSCA	[Yes / No]

WLD: Monthly Unlock Schedule

Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25
494,261	446,430	494,261	478,318	494,261	478,318	494,261	494,261
Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
478,318	494,261	494,261	446,430	494,261	478,318	494,261	478,318
Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27
318,806	329,432	318,806	329,432	329,432	297,552	329,432	318,806
Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28
329,432	329,432	318,806	329,432	318,806	329,432	329,432	308,179
May-28	Jun-28	Jul-28	Total				
329,432	318,806	255,044	16,856,263				

Note: WLD tokens unlock daily at two separate cadences during the vesting period:

1. 15,944 tokens daily from 1/1/2025 – 7/24/2026
2. 10,627 tokens daily from 7/25/2026 – 7/24/2028

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